

EXHIBIT C

Piedmont Capital Partners

A Private Investment Partnership

2 Rocky Hollow Dr.
Larchmont NY 10538
(914) 834-0118 (voice)
(208) 723-6570 (fax)
semanuel@westnet.com

Steven Emanuel
Partner

March 9, 2007

Mr. Greg Griswold
US Electrical Services, LLC
717 Constitution Drive
Suite 108
Exton, PA 19341

BY FAX AND REGISTERED MAIL

Dear Mr. Griswold:

I am the principal owner, and President, of Creed Electrical Equipment and Supply Co.

It has come to my attention that you are negotiating to hire Ron Padovani, our Sales Manager.

You are perfectly free to do so. However, you should be aware that he is covered by an Employment Agreement with Creed that he signed in December, 2002, and that that Employment Agreement contains several Restrictive Covenants. I have enclosed a copy of these Covenants for your reference.

As you will see, of particular significance is the following provision of Par. 10:

(a) Nonsolicitation of Customers. Employee agrees that, during the Term and for a period of two (2) years after the Termination Date, without the prior written consent of the Company, Employee will not, either directly or indirectly, on his own behalf or in the service of or on behalf of others, solicit, contact, call upon, communicate with or attempt to communicate with any customer or prospective customer of the Company, or any representative of any customer or prospective customer of the Company, with a view to sale or providing of any product, equipment, deliverable or service competitive or potentially competitive with any product, equipment, deliverable or service sold or provided or under development by the Company during the period of two (2) years immediately preceding the Termination Date; provided; however, that the restrictions set forth in this Section 10(a) shall apply only to those customers or prospective customers of the Company with whom Employee had contact during such two (2)-year period. The actions prohibited by this Section 10(a) shall not be engaged in by Employee directly or indirectly, whether as manager, salesperson, agent, technical support technician, sales or service representative, or otherwise.

If while in your employ Mr. Padovani calls on or communicates with Creed customers covered by this clause, you are hereby on notice that we will vigorously enforce our

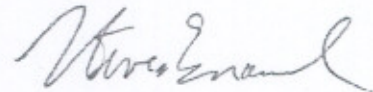
Piedmont Capital Partners

Mr. Greg Griswold
Page 2

rights by immediate litigation. Such litigation will include a request for injunctive relief and damages, and will be filed against both Mr. Padovani and US Electric and/or the relevant affiliate. As you may know, the tort law of New York recognizes that a new employer who willfully encourages an employee to violate a valid restrictive covenant with the prior employer can be liable for damages for inducing a breach of contract.

If you so request, we will be pleased to supply you with a list of the Creed customers who fall within the Nonsolicitation-of-Customers provision.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Steven L. Emanuel", written in a cursive style.

Steven L. Emanuel
President,
Creed Electric

Cc: Ron Padovani
Patti Russell

EXHIBIT D



**MONARCH
ELECTRIC CO.**

Wholesale Electrical Distributor for Construction & Industry

RON PADOVANI
Senior Account Manager

One Dodge Drive
West Caldwell, NJ 07006

973-227-4151
fax 973-227-8455
toll free 877-566-6272
cell 914-329-5166
rpadovani@monarchelectric.com
www.monarchelectric.com

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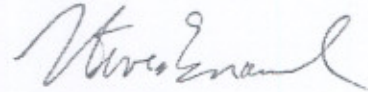
Piedmont Capital Partners

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toll free 877-566-6272
cell 914-329-5166
rpadovani@monarchelectric.com
www.monarchelectric.com

EXHIBIT E

Jim Johannemann, 11:17 AM 3/26/2007, FW:

Page 1 of 1

X-Spam-DCC: INFN-TO: westnet 1233; Body=1
X-Spam-Checker-Version: SpamAssassin 3.1.7 (2006-10-05) on westnet.com
X-Spam-Level:
X-Spam-Status: No, score=-2.6 required=5.0 tests=BAYES_00,HTML_MESSAGE
-----autolearn=disabled version=3.1.7
X-EL-User-Policy: BLOCK
Date: Mon, 26 Mar 2007 11:17:14 -0400
From: Jim Johannemann <jjohannemann@allbrightelectric.com>
Subject: FW:
To: "Steve Emanuel" <semanuel@westnet.com>
X-Mailer: Microsoft Office Outlook 11
Thread-index: Acdk09B5GyldUcMSSKylnQ61MyBMKQAAebzQArbCJfA=
X-Virus-Scanned: ClamAV 0.90.1/2931/Mon Mar 26 04:43:40 2007 on
Libby.westnet.com
X-Virus-Status: Clean

James Johannemann, President
All Bright Electric
100 Snake Hill Road
West Nyack, NY 10994
Tele 845-358-1200
Fax 845-727-3992
Email jjohannemann@allbrightelectric.com
web site www.allbrightelectric.com

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From: Ron L. Padovani [<mailto:rpadovani@monarchelectric.com>]
Sent: Monday, March 12, 2007 2:40 PM
To: jjohannemann@allbrightelectric.com
Subject: FW:

From: Ron L. Padovani
Sent: Monday, March 12, 2007 10:26 AM
To: 'jjohanneman@allbrightelectric.com'
Subject:

Jim

Just wanted to say hello, as you know, I am no longer at Creed. I will call you on your cell. My # is 914-329-5166.

Can you please advise me of Sal's info so I can reach out to him.

Printed for Steve Emanuel <semanuel@westnet.com>

3/26/2007

Jim Johannemann, 11:17 AM 3/26/2007, FW: re-ron padovani

Page 1 of 1

X-Spam-DCC: INFN-TO: westnet 1233; Body=1
X-Spam-Checker-Version: SpamAssassin 3.1.7 (2006-10-05) on westnet.com
X-Spam-Level:
X-Spam-Status: No, score=-2.6 required=5.0 tests=BAYES_00,HTML_MESSAGE
-----autolearn=disabled version=3.1.7
X-EL-User-Policy: BLOCK
Date: Mon, 26 Mar 2007 11:17:14 -0400
From: Jim Johannemann <jjohannemann@allbrightelectric.com>
Subject: FW: re-ron padovani
To: "'Steve Emanuel'" <semanuel@westnet.com>
X-Mailer: Microsoft Office Outlook 11
Thread-index: Acdlr1NkBdEI7AWQWmtTb1SKRhrVgKAWI0w
X-Virus-Scanned: ClamAV 0.90.1/2931/Mon Mar 26 04:43:40 2007 on
Libby.westnet.com
X-Virus-Status: Clean

James Johannemann, President
All Bright Electric
100 Snake Hill Road
West Nyack, NY 10994
Tele 845-358-1200
Fax 845-727-3992
Email jjohannemann@allbrightelectric.com
web site www.allbrightelectric.com

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From: Ron L. Padovani [<mailto:rpadovani@monarchelectric.com>]
Sent: Tuesday, March 13, 2007 4:37 PM
To: jjohannemann@allbrightelectric.com
Subject: re-ron padovani

Jim

As you know by now, I am no longer at Creed Electric. Do not in any way take this as an attempt to solicit business. I was wondering if you wanted to get together for breakfast or lunch (as two friends), either the latter part of this week, or next week.

Let me know if this works for you.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

CREED ELECTRICAL SUPPLY &
EQUIPMENT CORP.,

CIV. ACTION No. 07-CV-2854
(WP4) (MDF)

Plaintiff

v.

AFFIDAVIT OF SERVICE

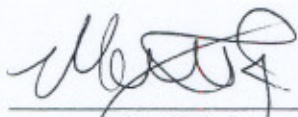
RON PADOVANI, U.S.ELECTRICAL
SERVICES, LLC and MONARCH
ELECTRIC CO.,

Defendants.

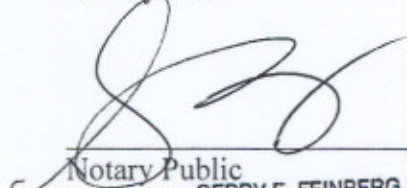
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

I, the undersigned, being sworn, say: I am not a party to the action, am over 18 years of age and reside at Westchester County, New York.

On May 17, 2007, I served by mail a notice of motion upon the attorneys for the Defendants, Genova, Burns & Vernoia, Eisenhower Plaza II, 354 Eisenhower Parkway, Livingston, NJ 07039-1023


Matt Feinberg

Sworn before me this 17 day
of May, 2007


Notary Public
GERRY E. FEINBERG
NOTARY PUBLIC, State of New York
No. 31-682289
Qualified in Westchester County
Commission Expires 12/15/12

Index No. Year RJ1 No. Hon.

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

CREED ELECTRICAL SUPPLY &
EQUIPMENT CORP.,

Plaintiff

v.

RON PADAVANI, U.S. ELECTRICAL
SERVICES, LLC and MONARH
ELECTRIC CO.,

Defendants.

NOTICE OF MOTION

LAW OFFICES OF GERRY E. FEINBERG, P.C.

Attorney for Plaintiff

Office and Post Office Address, Telephone

11 Martine Avenue

WHITE PLAINS, NEW YORK 10606-1934

914-946-4343

To

Signature (Rule 130-1.1-a)

Attorney(s) for

Print name beneath

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Please take notice

☐ NOTICE OF ENTRY

that the within is a (*certified*) true copy of a
duly entered in the office of the clerk of the within named court on

☐ NOTICE OF SETTLEMENT

that an order
settlement to the HON.
of the within named court, at
on

at

M

of which the within is a true copy will be presented for
one of the judges

Dated,

Yours, etc.

LAW OFFICES OF GERRY E. FEINBERG, P.C.

Attorney for

To

Office and Post Office Address

11 Martine Avenue

Attorney(s) for

WHITE PLAINS, NEW YORK 10606-1934